



SHARK DIVE ASUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

I hereby request that Stuart Cove's Dive Bahamas, Stuart Cove's Dive South Ocean Inc., Nassau Undersea Adventures Ltd., RHK Holdings, South Ocean Development Co. Ltd., The Lyford Cay Members' Club, its employees, its agents, other associated personnel, and its boats (whether owned, operated, leased or chartered), hereinafter referred to as "Stuart Cove's", allow me to pay for and participate in a "Shark Dive" organized and supervised by Stuart Cove's. I understand that I am requesting to participate in a scuba dive that is intended to be done in the presence of wild and unpredictable sharks. I understand that Stuart Cove's will intentionally attract these sharks to the immediate area of this dive and that I will be swimming unprotected within ten feet or less of these sharks. By my signature on this Assumption of Risk and Complete Release of Liability, I acknowledge that I am making this request to dive with these sharks with the full knowledge of the dangers involved with swimming with sharks. I have not been promised nor told anything to the contrary from what is stated in this Release and Waiver Agreement.

In consideration (exchange) for allowing me to participate in this shark dive, with knowledge of the danger involved in such a dive, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for my personal injury, property damage or wrongful death occurring to me, which injury, property damage or wrongful death arises as a result of engaging in this shark dive and any activities incidental to such shark dive wherever, whenever or however such may occur. I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for myself and my estate, and agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against Stuart Cove's and their employees, or against any of its agents, servants or to exempt and relieve the organization(s), instructor(s), and employees referred to herein and their agents and servants from liability for personal injury, property damage or wrongful death caused by negligence. By signing this document, I acknowledge that I assume all risks of personal injury, property damage, or wrongful death to myself during this shark dive.

I do for myself, my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death is brought against the organization or individuals released herein, I shall indemnify and hold the released parties harmless from any and all claims or cause of actions by whomever or whenever made or presented for personal injuries, property damage or wrongful death.

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE STUART COVE'S DIVE BAHAMAS, STUART COVE'S DIVE SOUTH OCEAN, INC., NASSAU UNDERSEA ADVENTURES, RHK HOLDINGS, SOUTH OCEAN DEVELOPMENT CO., LYFORD CAY MEMBERS CLUB, ITS EMPLOYEES, ITS AGENTS, AND ITS BOATS (WHETHER OWNED OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING, SCUBA DIVING, AND SHARK DIVING ACTIVITIES. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have carefully read this contract and fully understand its contents. I am aware that it is a release of liability and a contract between myself and Stuart Cove's. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

NAME: _____

DATE: _____

SIGNATURE: _____